| | | . 4 | | | | | | | | | | |
|---|---|---------------|--|------------------------------------|--|---------------------------------|--|---|--|------------|---------------------------------|--|
| REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) | | | | THIS | THIS RFQ IS NOT A SMALL BUSINESS SET-ASIDE | | | | DE | PAGE OF | PAGES | |
| 1. REQUEST NO. 2. DATE ISSUED | | | | 3. REC | 3. REQUISITION/PURCHASE REQUEST NO. | | | LUNDER | FOR NAT. DEF. BDSA REG. 2 | RATING | _ | |
| RFQ-USA-38-0027 01/10/2007 | | | | 0027 | | | AND/O | R DMS REG. 1 | | | | |
| 5a. ISSUED BY | | | | | | | | 6. DELIVE | R BY (Date) | | | |
| U.S. Attor | ney's Office On | e courth | ouse Wa | y Suite | 9200 | Bosto | on, MA 02210 | | | | | |
| | 5b. FC | R INFORMA | ATION CALL | (NO COLL | LECT CAL | LS) | | 7. DELIVE | RY | CTHE | :D | |
| NAME | | | | | | | NE NUMBER | F | OB DESTINATION | | Schedule) | |
| | _ | | | AREA | | NUME | | | 9. DESTI | NATION | | |
| William Bo | ertolino Contrac | ting Off | icer | 61 | 17 | 748 | -3328 |] | OF CONSIGNEE | | | |
| | | | 8. TO: | | | | | 1 | d States At | torney's | office | |
| a. NAME | | | b. C | COMPANY | <i>(</i> | | b. STREET ADDRESS | | | | | |
| | | | | | | | | | ourthouse W | ay Suite | 9200 | |
| c. STREET AD | DRESS | | | | | | | c. CITY | | | | |
| | | | | | | | | Bosto | | | | |
| d. CITY | | | | e. STA | ATE | f. ZIP | CODE | | . STATE e. ZIP CODE | | | |
| | | | | | | | | MA | 02210 | | | |
| ISSUING (BEFORE C | URNISH QUOTATIONS DFICE IN BLOCK 5a OF ELOSE OF BUSINESS (24,2007 at 5:30 EST | N OR Date) | please so in pay any co Supplies are | dicate on sts incurr of dome | this form red in the estic origin | n and re e prepa n unles | nformation, and quotation sturn it to the address in B ration of the submission s otherwise indicated by or completed by the quoter. | lock 5a. T of this quo quoter. Ar | his request does not otation or to contra | commit the | Government to es or service. | |
| - | | 11. | SCHEDU | LE (Incl | lude app | olicab | le Federal, State and | local ta | xes) | | | |
| ITEM NO. | | | ES/ SERVICE | | | | QUANTITY | UNIT | UNIT PRICE | AN | TOUNT | |
| (a) | | | (b) | | | | (c) | (d) | (e) | | (f) | |
| 0001 | Document shree | dding Se | rvices 02/ | 01/07 t | hru | | | | | | | |
| a) | Building one: 9th floor, 9 locked consoles located in 5 USAO component locations. 10 floor 6 locked consoles located in 4 USAO component locations. Building one will have a total of 15 locked consoles. | | | ons. 10th will have | 8 pick-ups | yr | | | | | | |
| b) | Building two: 5th floor, 4 locked consoles located in 2 USAO component locations. Building two will have a total of 4 locked consoles. | | | ient | 8 pick-ups | yr. | | | | | | |
| c) | Unusual Circumstance Call for Service. SEE section 1.4 Specific Task 1.4.1c). | | | sk | per pick-up | ea. | | | | | | |
| d) | Shredding of Branch Offic minimum 100 boxes per s | | | | | e Way. | PER PICK-UP | ea. | | | | |
| 0002 | SEE CONTINU | ATION S | HEET PA | GE 2 | | | | | | | | |
| 0003 | SEE CONTINU | ATION S | HEET PA | GE 2 | | | | | | | | |
| 0004 | SEE CONTINU | ATION S | SHEET PA | AGE 2 | | | | | | | | |
| 0005 | SEE CONTINU | ATION S | HEET PA | GE 2 | | | | | | | | |
| 12. DISCOU | NT FOR PROMPT PA | AYMENT | | . 10 CALE %) | ENDAR D | AYS | b. 20 CALENDAR DAYS (%) | c. 30 CA | LENDAR DAYS (%) | d. CALE | NDAR DAYS PERCENTAGE | |
| NOTE: Ad | ditional provision | s and rep | resentatio | ns 🗌 | are | | are not attached. | 1 | | | | |
| a. NAME OF C | 13. NAME A | | SS OF QUOT | | | | 14. SIGNATURE OF PER- SIGN QUOTATION | SON AUTH | ORIZED TO | 15. DATE O | PF QUOTATION | |
| | | | | | | | | | | | | |
| b. STREET ADDRESS | | | | NAME /T | | 16. SIGNER | | | | | | |
| | | | | | a. NAME (Type or print) | | | | ELEPHONE | | | |
| c. COUNTY | | | | | | | | | | AREA CODE | = | |
| | | | | | 0005 | | TITLE (T | | | ALLIMADED | | |
| d. CITY e. STATE f. ZIP CODE | | | | | | c. TITLE (Type or print) NUMBER | | | | | | |

ORDER FOR SUPPLIES OR SERVICES SCHEDULE -- CONTINUATION

PAGE NO.

2

| ATE OF ORDER | CONTRACT NO. | | ORDE | | 7 | |
|-----------------|--|---------------------------------------|---------------|--------------|---------------|-----------------|
| 2/01/2007 | | QUANTIT | / | USA-38-002 | | QUANTITY |
| ITEM NO. (A) | SUPPLIES OR SERVICES (B) | ORDEREI (C) |) UNIT (D) | PRICE (E) | AMOUNT (F) | ACCEPTED (G) |
| 0002 | Document Shredding Services 10/1/07 thru 09/30/08 | | | | | |
| a) | Building one 9th floor, 9 locked consoles located in 5 USA 10th floor 6 locked consoles located in 4 USAO componer will have a total of 15 locked Console. | | os yr. | | | |
| b) | Building two; 5th floor, 4 locked consoles located in 2 US/ locations. Building two will have a total of 4 locked console | | os yr. | | | |
| c) | Unusual Circumstance Call for Service, SEE section 1.4 S | Specific Task 1.4.1 c) per pick- | ıp ea. | | | |
| d) | Shredding of Branch Office boxed documents at Boston C Way, minimum 100 boxes per service. See Section 1.4. S | | ıр ea. | | | |
| 0003 | Document Shredding Services 10/1/08 thru 09/30/09 | | | | | |
| a) | Building one 9th floor, 9 locked consoles located in 5 USA 10th floor 6 locked consoles located in 4 USAO componer will have a total of 15 locked Console. | | os yr. | | | |
| b) | Building two; 5th floor, 4 locked consoles located in 2 US, locations. Building two will have a total of 4 locked console | | os yr. | | | |
| c) | Unusual Circumstance Call for Service. SEE section 1.4 S | | | | | |
| d) | Shredding of Branch Office boxed documents at Boston C Way, minimum 100 boxes per service. See Section 1.4. S | | | | | |
| 0004 a) | Document Shredding Services 10/1/09 thru 09/30/10 Building one 9th floor, 9 locked consoles located in 5 USA 10th floor 6 locked consoles located in 4 USAO componer will have a total of 15 locked Console. | | os yr | | | |
| b) | Building two; 5th floor, 4 locked consoles located in 2 US locations. Building two will have a total of 4 locked console | | | | | |
| | Unusual Circumstance Call for Service. SEE section 1.4 S | · · · · · · · · · · · · · · · · · · · | | | | |
| c) | Shredding of Branch Office boxed documents at Boston C Way, minimum 100 boxes per service. See Section 1.4. S | | up ea. | | | |
| d) | | per pick- | ир еа. | | | |
| | Document Shredding Services 10/1/10 thru 09/30/11 | | | | | |
| 0005 a) | Building one 9th floor, 9 locked consoles located in 5 USA 10th floor 6 locked consoles located in 4 USAO componer will have a total of 15 locked Console. | | ps yr. | | | |
| | Building two; 5th floor, 4 locked consoles located in 2 US | AO component | | | | |
| b) | locations. Building two will have a total of 4 locked console | es. 12 pick-u | ps yr. | | | |
| c) | Unusual Circumstance Call for Service. SEE section 1.4 S | per pick- | | | | |
| d) | Shredding of Branch Office boxed documents at Boston O Way, minimum 100 boxes per service. See Section 1.4. S | | up ea. | | | |
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CONTINUATION OF BLOCK 11.

REQUEST FOR QUOTATION: DOCUMENT SHREDDING SERVICES

1.0 STATEMENT OF WORK

1.2 INTRODUCTION

The Department of Justice, United States Attorney's Office (USAO) located in Massachusetts is the principal litigator for the United States Government in the state. The USAO is responsible for the prosecution of criminal cases brought by the Federal Government, the prosecution and defense of civil cases in which the United States is a party and the collection of debts owed the Federal government which are administratively uncollectible.

1.3 SCOPE OF WORK

The U.S. Attorney's Office for the District of Massachusetts requires High Security Document shredding services every 4 weeks based on a 52 week year.

The Contractor shall provide professional shredding services which vary in scope and complexity, but characteristically involve the routine High Security Destruction of secret and top secret documents issued by the U.S. Attorney's Office. The Contractor must have a modern mobile shredding truck capable of on site destruction of all documents. The Contractor shall be capable of completing tasks that involve on-site shredding of documents in the presence of a representative of the U.S. Attorney's Office.

1.4 SPECIFIC TASK

The Contractor shall provide on site shredding services in the presence of a representative of the US Attorney's Office Boston, Ma 02210.

1.4.1

The Contractor shall provide Security Consoles at no rental cost in location's as deemed appropriate by a representative of the US Attorney's Office.

- (a) Security Consoles will be required with key locks to be placed in five (5) USAO component locations on the 9th floor of One courthouse Way Suite 9200 and four (4) USAO component locations on the 10th floor of One Courthouse Way suite 9200. The One Courthouse Way location will have a total of 15 Security Consoles to be used for storage of sensitive documents awaiting destruction by shredding services on a once a month basis.
- (b) Security Consoles will be required with key locks to be placed in two (2) USAO component locations on the 5th floor of the Williams Building at 408 Atlantic Avenue. The 408 Atlantic Avenue location will have a total of 4 Security Consoles to be used for storage of sensitive documents awaiting destruction by shredding services on a once a month basis.
- (c) As called for in item 0001 (C) page 1 of RFQ within high volume document destruction months, between scheduled service, it may be deemed necessary for additional service within certain USAO components. These service requirements will be referred to as Unusual Circumstance Calls for Service (UCCS). In such cases a fixed price per call must be indicated for that service as part of this RFQ. UCCS pricing should be based on a minimum of 5 Security consoles. The Specific consoles will be at the direction of the C/O or the appointed USAO escort at time of service. Each UCCS can be located in either building, One

- Courthouse Way and or 408 Atlantic Avenue depending on USAO need at time of service. The number of UCCS calls placed for service may vary from zero calls per year to 3 calls per year, again depending on circumstance.
- (d) The shredding of boxed documents: Documents are sent to the Boston Office of the USAO from branch offices on a biannual or annual basis. When these boxed documents are received by the Boston Office a call will be placed by the CO to the Contractor to schedule their destruction. The average box destruction is estimated per service call to be 100 to 250 boxes. The contractor shall be responsible for the shredding of the documents contained in the boxes and the disposal of the empty document boxes produced by said destruction. In such cases a fixed price per call must be indicated for that service as part of this RFQ. Boxed document destruction is needed once or twice per year.

1.4.2

The Contracting Officer has determined a minimum of ten (10) to a maximum of twenty two (22) Security Consoles to be the basis for a fixed Console price. The CO can by circumstance change the total number of Consoles without equitable adjustment providing the total between both locations remains between or at the minimum / maximum set by this section.

1.4.3

The Contractor, in cases of UCCS, shall only accept calls from the listed Contracting Officers in Order Administration section 1.12. These calls shall be authorized by modification signed by the Contracting Officer and the Contractor's representative. Payment cannot be made without CO and Contractor representatives signature.

1.4.4

The Contractor shall notify a representative of the U.S. Attorney's Office, either by phone or email, three business days prior to day of service with the estimated time of arrival for that days service.

1.4.5

The Contractor shall agree that all contractor personnel must be escorted at all times when entering and preforming work within the US Attorney's Office space.

1.4.6

The Contractor shall provide back to back, one day shredding at two locations: One Courthouse way, 408 Atlantic Avenue, Boston. Both locations shall be serviced on the same day when shredding services are provided

1.5 DELIVERABLES

- 1.5.1a) The Contractor shall provide on-site shredding services. Final outcome of materials shall be unrecognizable and pulverized (at least 1/25" x 1/5" inch wide). The contractor can also propose equipment that will crosscut the materials that will provide smaller cuts.
- 1.5.1b) The Contractor shall provide invoicing monthly after services have been rendered.
- 1.5.1c) The Contractor shall proved a Certificate of Destruction upon completion of shredding on each service call. (SEE ATTACHMENT 1)

1.6 GOVERNMENT FURNISHED PROPERTY

1.6.1a) none for this requirement.

1.7 Evaluation Criteria

Low Price

1.8 PLACE OF PERFORMANCE

The Contractor principal place of performance <u>US Attomey's Offices One Courthouse Way Suite 2900 and 408 Atlantic Ave Boston MA.</u> The Contractor, as directed by the CO, may be required to provide services from other district branches or other directed locations.

1.9 CONTINGENCY WORK PLAN

In the event of mobilization, natural disaster, labor disputes or strikes, and counter-terrorism, where the USAO must react to such events without undue delay, the Contractor shall comply with the established USAO's contingency plans. Sudden or unusual events could result in a great impact upon the Contractor's work requirements. In the event such contingency, the contractor will follow the direction of the Contracting Officer to complete work requirements.

1.10 ACCIDENTS AND INJURIES WHILE ON DUTY

DOES NOT APPLY

1.11 PERIOD OF PERFORMANCE

Work to be performed under this contract will not exceed the award agreement of one year. The Contractor shall perform the stated requirements from 02/01/07 through 9/30/07. The Contractor shall also provide pricing for option years as part of this quote. Upon award the option years will be activated by modification by the contracting officer on or about August 1st of the contract year. See paragraph 1.14 CLAUSES.

Option year 2 is from 10/01/07 through 09/30/08

Option year 3 is from 10/01/08 through 09/30/09

Option year 4 is from 10/01/09 through 09/30/10

Option year 5 is from 10/01/10 through 09/30/11

If option years are included with award, clause 52.217-9 will prevail.

1.12 ORDER ADMINISTRATION

The following will be the points of contact during the performance of this order:

1.12.1 CONTRACTING OFFICER IS:

WILLIAM BERTOLINO CONTRACTING OFFICER U.S. ATTORNEY'S OFFICE, DISTRICT OF MA 1 COURTHOUSE WAY, SUITE 9200 BOSTON, MA 02210 617-748-3328

- 1.12.2 The Contracting Officer CO 1.14.1 will have overall project management and oversight responsibilities and will coordinate the technical aspects of this order. The CO will inspect items/services furnished hereunder, including price.
- 1.12.3 All correspondence shall be prepared and addressed to the CO. All disputes between the contractor shall be directed to the Contracting Officer.

1.13 INVOICING AND PAYMENT

- 1.13.1 The Contractor shall submit all invoices in an original only to the CO at the address identified in section 1.14.1. All invoices shall include the following information:
 - (1) Name and address of the Contractor
 - (2) Invoice date
 - (3) Order Number
 - (4) Period Covered by the Invoice
 - (5) Taxpayer Identification Number
 - (6) DUNS Number
- 1.13.2 The CO will certify the satisfactory completion of all services billed. All follow-up invoices shall be marked Duplicate of Original. Contractor questions regarding payment information shall be directed to the CO.

1.14 CLAUSES

- 2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 98)
 - 2.1.1 This order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause maybe accessed electronically at these site addresses.
 - 2.1.2 FEDERAL ACQUISITION REGULATION SITE: HTTP://www.arnet.gov/ HTTP://FARSITE.HILL.AF.MIL/)
 - 2.1.3 FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
 - 2.1.4 FAR 52.204-3 Tax Identification Number (OCT 98) If known, please indicate your Tax Identification Number (TIN).
 - 2.1.5 FAR 52.204-6 Contractor Identification Number (OCT 03) If known, please indicate your Contractor Identification Number (DUNS #)

- 2.1.6 FAR 52.217-3 Evaluation Exclusive of Options (APR 84) When the RFQ indicates option quantities will not be considered as part of the evaluation process.
- 2.1.7 FAR 52-217-5 Evaluation of Options (JUL 90) When the RFQ indicates option quantities will be considered as part of the evaluation process.
- 2.1.8 FAR 52.219-1

Small Business Representation (*MAY 04*) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold (\$2,500) and the contractor will perform the contract inside the United States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below.

The North America Industry Classification System (NAICS) code for this acquisition is 561990/7389. The small business size standard is under \$6,500,000.

The prospective contractor should provide the information below:

The offeror represents as part of its quotation that it:

| is_ | or is not | a small business concern; |
|------|-------------------|---|
| is_ | or is not | a small disadvantaged business |
| | concern; | |
| is_ | or is not | a woman-owned small business |
| | concern; | |
| is _ | or is not | a veteran-owned small business |
| | concern; | |
| is_ | or is not | a service-disabled, veteran-owned small |
| | business concern; | |
| is _ | or is not | a HUBZone small business concern. |
| | | |

2.1.9 FAR 52.222-18

Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 01) - This certification must be completed if the contractor is informed that the product or service being offered is included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, as identified by their country of origin.

The following end product(s) being acquired under this Request for Quotation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

<u>Listed End Product</u> <u>Listed Countries of Origin</u>

Certification.

The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

| [] The offeror will not supply any end product listed above |
|---|
| that was mined, produced, or manufactured in a |
| corresponding country as listed for that end product. |

[] The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding

country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

2.1.10 52.225-2 Buy American Act Certificate (June 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

| Line Item No. | Country of Origin |
|---------------------|-------------------|
| [List as necessary] | |

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.
- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.

(b) Foreign End Products:

- FAR 52.204-2 Security Requirements (AUG 96) When the order requires access to classified documents.
- FAR 52.204-7 Central Contractor Registration (OCT 03) in all orders unless an exception applies as listed in FAR 4.1102(a).
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006) When performance requires contractor personnel to have access to Department of Justice facilities or information systems.

| FAR 52.211-11 | Liquidated Damages-Supplies, Servi | ces, or Research and Development (SEP |
|---------------|--|---------------------------------------|
| 00) | - When the order specifies that liquid | ated damages will be charged for late |
| | elivery, liquidated damages of \$ llendar day of delay. | shall be charged per |

- FAR 52.213-2 Invoices (APR 84) Applies to orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications.
- FAR 52.213-3 Notice to Suppliers (APR 84) Applies to unpriced (Not-To-Exceed (NTE)) purchase orders.
- FAR 52-213-4 Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (Feb 06) Applies to simplified acquisitions that exceed the micro-purchase threshold that are for other than commercial items.
- FAR 52-217-6 Option for Increased Quantity (MAR 89) Exercise of the option shall be provided within ______ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).
- FAR 52.217-8 Option to Extend Services (NOV 99) Exercise of the option shall be provided within _____ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).
- FAR 52.222-19 Child Labor Cooperation with Authorities and Remedies (*JAN 06*) Include in all solicitations and contracts/orders for the acquisition of supplies that are expected to exceed the micro-purchase threshold.
- FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 99) Required when the Equal Opportunity clause is required:

| TO BE COMPLETED BY VENDOR - Contractor has has | |
|---|----|
| not participated in a previous contract or subcontract subject to t | he |
| Equal Opportunity clause of this solicitation; Contractor has has | 3 |
| not filed all required compliance reports. | |

- FAR 52.223-6 Drug-Free Workplace (MAY 01) Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, except actions under the *simplified acquisition threshold* (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application would be inappropriate in connection with the law enforcement agency's undercover operations.
- FAR 52.232-18 Availability of funds (APR 84) Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order.

- FAR 52.232-23 Assignment of Claims (JAN 86) Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits assignment of claims.
- FAR 52.232-34 Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration).
- FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 04)
- FAR 52.242-15 Stop Work Order (AUG 89)
- FAR 52.245-4 Government Furnished Property (Short Form) (JUN 03)
- FAR 52.246-1 Contractor Inspection (APR 84)
- FAR 52.247-29 F.o.b. Origin (FEB 06) Applies when the delivery term is f.o.b. origin.
- FAR 52.247-34* F.o.b. Destination (NOV 91) Applies when the delivery term is f.o.b. destination.
- FAR 52.247-35 F.o.b. Destination within Consignee's Premises (APR 84) Applies when the delivery term is f.o.b. destination within consignee's premises.
- *NOTE Unless otherwise specifically indicated in the RFQ or order, the F.o.b Destination clause (FAR 52.247-34) shall be deemed to be the applicable clause in this order.
- FAR 52.249-1 Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84).

NOTICE OF CONTRACTOR PERSONNEL SECURITY CLEARANCE REQUIREMENTS -

Where performance under this contract/task or delivery order/call requires contractor personnel to have access to Department of Justice (DOJ) information, systems or facilities, contractor personnel will be subject to the background clearance requirements of Homeland Security Presidential Directive (HSPD)-12, OMB Guidance Memorandum M-05-24, FIPS Publication 201 and DOJ policy implementing HSPD-12 requirements.

Background clearance requirements are determined by the risk level of each position, type of access and length of access required. Further information on background security clearance requirements applicable to contractor personnel proposed for performance on this contract/order/call may be obtained from the Contracting Officer.

All contractor personnel must meet the DOJ Residency Requirements. He/She must have lived in the United States three of the last five years immediately prior to start of performance on this contract/order/call, and/or worked for the United States overseas in a federal or military capacity, and/or be a dependent of a federal or military employee serving overseas. Specific limited waiver request requirements - contractor personnel performing duties for a cumulative total of 14 days or less where there is a critical need for their specialized and unique skills (as solely determined by the Government) may be proposed for a waiver of the Residency Requirement by the contractor. Contractor personnel who are non-US citizens proposed for such a waiver of the Residency Requirement must be from a

country allied with the United States (Since the countries on the Allied Countries List are subject to change, the contractor may review the following website for current information:

http://www.opm.gov/employ/html/Citizen.htm

For contracts/orders/calls where access to DOJ information systems is involved, non-US citizens are not permitted to have access to or assist in the development, operation, management or maintenance of any DOJ IT system, unless a waiver is granted by the head of the Component, with concurrence of the Department Security Officer (DSO) and DOJ Chief Information Officer (CIO). Any such waiver must be in writing and be obtained prior to allowing any contractor employee who is the subject of the waiver request to begin work under this contract/order/call.

The above requirements apply to any and all contractor employees requiring access to DOJ information systems or facilities, including subcontractor personnel, if applicable.

| FAR 52.243-1 | Changes-Fixed Price (AUG 87) |
|---------------|---|
| FAR 52.252-2 | Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting. |
| FAR 52.222-41 | Service Contract Act (July 05) - Applies to orders over \$2,500 to which the Service Contract Act applies. |
| FAR 52.222-42 | Statement of Equivalent Rates (MAY 89) - Applies if the order is expected to be over \$2,500 and the Service Contract Act is applicable. |
| FAR 52.222-43 | Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 89) - Applies to orders containing the Service Contract Act and is a multiple year contract or is a contract with options to renew. |
| FAR 52.222-48 | Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 96) - Applies to any order calling for maintenance, calibration, and/or repair of information technology, scientific and medical and/or office and business equipment that is exempt from the Service Contract Act. |
| | Contractor complete - The offeror certifies does not certify |
| FAR 52.222-50 | Combating Trafficking in Persons (APR 06) - applies to all acquisitions for services except those acquired under FAR Part 12 (Commercial Services). |
| FAR 52.223-12 | Refrigeration Equipment and Air Conditioners (MAY 95) - Applies when the order includes maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers. |

- FAR 52.224-1 Privacy Act Notification (APR 84) Required when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.
- FAR 52.224-2 Privacy Act (APR 84) Required when FAR 52.224-1 is used.
- FAR 52.227-14 Rights in Data-General (JUN 87) Applies to orders if it is contemplated that data will be produced, furnished, or acquired under the order.
- FAR 52.237-1 Site Visit (APR 84) Applies when services are to be performed on Government installations, unless the Request for Quotations is for construction.
- FAR 52.237-2 Protection of Government Buildings (APR 84) Applies when services are to be performed on Government installations, unless a construction contract is contemplated.
- FAR 52.239-1 Privacy or Security Safeguards (AUG 96) Applies to orders for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.
- FAR 52.243-1 Changes-Fixed Price (AUG 87), Alternate I (APR 84).

52.222-3 Convict Labor.

Convict Labor (June 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons—
- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
- (i) The worker is paid or is in an approved work training program on a voluntary basis;
- (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

******END OF RFQ*****

RFQ-USA-38-0027 ATTACHMENT 1

CERTIFICATE OF DESTRUCTION This certifies that the following material was picked up from the United States Attorney's Office District of Massachusetts. DATE containers of sensitive material QUANTITY estimated weight of sensitive material **QUANTITY** Other (describe): This material was destroyed on DATE Equipment used to destroy records MAKE/MODEL Cutting pattern and remaining particle size Final destination of destroyed materials CONTRACTOR GUARANTEES THAT ANY DATA, MATERIAL OR PRODUCTS PROCESSED FOR DESTRUCTION WILL BE REDUCED TO PARTICLES AS SPECIFIED BY THE CONTRACT.

All material shall be protected from disclosure in accordance with the provisions of the Privacy Act. Release of this material or its contents prior to destruction is a violation of the Privacy Act of 1974 and Department of Justice regulations, and could involve imposition of criminal penalties.

| RELEASED BY: | DESTRUCTION ACKNOWLEDGED BY: | | |
|---------------------------------|------------------------------|--|--|
| | | | |
| United Stated Attorney's Office | Vendor Representative | | |
| (Signature & Date) | (Signature & Date) | | |